

Brian T. Moss (State Bar No. 159821)  
R. Scott Harlan (State Bar No. 312497)  
**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**  
19800 MacArthur Blvd., Suite 900  
Irvine, CA 92612  
949-440-6690 Telephone  
949-474-6991 Facsimile  
Email: btm@manningllp.com

Attorneys for Defendant,  
TARGET CORPORATION

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

KECIA STEWART, an individual,  
  
Plaintiff,  
  
vs.

TARGET CORPORATION, a  
corporation; DOES 1 TO 100,  
inclusive,  
  
Defendants.

USDC CASE NO.: 5:18-cv-01777-DOC-  
SP

SBSC CASE NO.: CIVDS1813964

**STIPULATION FOR PROTECTIVE  
ORDER**

*Complaint filed: June 4, 2018*

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that

1 must be followed and the standards that will be applied when a party seeks permission from  
2 the court to file material under seal.

## 3 **2. GOOD CAUSE STATEMENT**

4 This action is likely to involve requests for documents which contain trade secrets, and  
5 other valuable research, development, commercial, financial, technical and/or proprietary  
6 information for which special protection from public disclosure and from use for any purpose  
7 other than prosecution of this action is warranted. Such confidential and proprietary materials  
8 and information consist of, among other things, confidential business or financial  
9 information, information regarding confidential business practices, or other confidential  
10 research, development, or commercial information (including information implicating  
11 privacy rights of third parties), information otherwise generally unavailable to the public, or  
12 which may be privileged or otherwise protected from disclosure under state or federal  
13 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of  
14 information, to facilitate the prompt resolution of disputes over confidentiality of discovery  
15 materials, to adequately protect information the parties are entitled to keep confidential, to  
16 ensure that the parties are permitted reasonable necessary uses of such material in preparation  
17 for and in the conduct of trial, to address their handling at the end of the litigation, and serve  
18 the ends of justice, a protective order for such information is justified in this matter. It is the  
19 intent of the parties that information will not be designated as confidential for tactical reasons  
20 and that nothing be so designated without a good faith belief that it has been maintained in  
21 a confidential, non-public manner, and there is good cause why it should not be part of the  
22 public record of this case.

## 23 **3. DEFINITIONS**

24 3.1 Action: *Kecia Stewart v. Target Corporation*.

25 3.2 Challenging Party: a Party or Non-Party that challenges the designation of  
26 information or items under this Order.

27 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
28 generated, stored or maintained) or tangible things that qualify for protection under Federal

1 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
3 their support staff).

4 3.5 Designating Party: a Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

6 3.6 Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including, among  
8 other things, testimony, transcripts, and tangible things), that are produced or generated in  
9 disclosures or responses to discovery in this matter.

10 3.7 Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
12 witness or as a consultant in this Action.

13 3.8 House Counsel: attorneys who are employees of a party to this Action.  
14 House Counsel does not include Outside Counsel of Record or any other outside counsel.

15 3.9 Non-Party: any natural person, partnership, corporation, association, or other  
16 legal entity not named as a Party to this action.

17 3.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
18 Action but are retained to represent or advise a party to this Action and have appeared in  
19 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
20 behalf of that party, and includes support staff.

21 3.11 Party: any party to this Action, including all of its officers, directors, employees,  
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 3.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this Action.

25 3.13 Professional Vendors: persons or entities that provide litigation support services  
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
27 organizing, storing, or retrieving data in any form or medium) and their employees and  
28 subcontractors.

1           3.14 Protected Material: any Disclosure or Discovery Material that is designated as  
2 “CONFIDENTIAL.”

3           3.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
4 Producing Party.

#### 5           **4. SCOPE**

6           The protections conferred by this Stipulation and Order cover not only Protected  
7 Material (as defined above), but also (1) any information copied or extracted from Protected  
8 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
9 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
10 Protected Material.

11           Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
12 This Order does not govern the use of Protected Material at trial.

#### 13           **5. DURATION**

14           Even after final disposition of this litigation, the confidentiality obligations imposed  
15 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or  
16 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
17 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final  
18 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
19 trials, or reviews of this Action, including the time limits for filing any motions or  
20 applications for extension of time pursuant to applicable law.

#### 21           **6. DESIGNATING PROTECTED MATERIAL**

22           6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
23 or Non-Party that designates information or items for protection under this Order must take  
24 care to limit any such designation to specific material that qualifies under the appropriate  
25 standards. The Designating Party must designate for protection only those parts of material,  
26 documents, items, or oral or written communications that qualify so that other portions of  
27 the material, documents, items, or communications for which protection is not warranted are  
28 not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
3 unnecessarily encumber the case development process or to impose unnecessary expenses  
4 and burdens on other parties) may expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must promptly  
7 notify all other Parties that it is withdrawing the inapplicable designation.

8 6.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
10 or ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
11 must be clearly so designated before the material is disclosed or produced.

12 6.3 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents, but  
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
15 Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL  
16 legend"), to each page that contains protected material. If only a portion or portions of the  
17 material on a page qualifies for protection, the Producing Party also must clearly identify  
18 the protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection need not  
20 designate them for protection until after the inspecting Party has indicated which documents  
21 it would like copied and produced. During the inspection and before the designation, all of  
22 the material made available for inspection shall be deemed "CONFIDENTIAL." After the  
23 inspecting Party has identified the documents it wants copied and produced, the Producing  
24 Party must determine which documents, or portions thereof, qualify for protection under this  
25 Order. Then, before producing the specified documents, the Producing Party must affix the  
26 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion  
27 or portions of the material on a page qualifies for protection, the Producing Party also must  
28 clearly identify the protected portion(s) (e.g., by making appropriate markings in the

1 margins).

2 (b) for testimony given in depositions that the Designating Party identify the  
3 Disclosure or Discovery Material on the record, before the close of the deposition all  
4 protected testimony.

5 (c) for information produced in some form other than documentary and for any  
6 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
7 the container or containers in which the information is stored the legend  
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,  
9 the Producing Party, to the extent practicable, shall identify the protected portion(s).

10 6.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
11 designate qualified information or items does not, standing alone, waive the Designating  
12 Party’s right to secure protection under this Order for such material. Upon timely correction  
13 of a designation, the Receiving Party must make reasonable efforts to assure that the material  
14 is treated in accordance with the provisions of this Order.

## 15 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court’s  
18 Scheduling Order.

19 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37.1 et seq.

21 7.3 The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
23 harass or impose unnecessary expenses and burdens on other parties) may expose the  
24 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
25 confidentiality designation, all parties shall continue to afford the material in question the  
26 level of protection to which it is entitled under the Producing Party’s designation until the  
27 Court rules on the challenge.

## 28 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

1       8.1 Basic Principles. A Receiving Party may use Protected Material that is  
2 disclosed or produced by another Party or by a Non-Party in connection with this Action  
3 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material  
4 may be disclosed only to the categories of persons and under the conditions described in  
5 this Order. When the Action has been terminated, a Receiving Party must comply with the  
6 provisions of section 13 below (FINAL DISPOSITION).

7       Protected Material must be stored and maintained by a Receiving Party at a location  
8 and in a secure manner that ensures that access is limited to the persons authorized under  
9 this Order.

10       8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
12 may disclose any information or item designated “CONFIDENTIAL” only to:

13       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose  
15 the information for this Action;

16       (b) the officers, directors, and employees (including House Counsel) of the Receiving  
17 Party to whom disclosure is reasonably necessary for this Action;

18       (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
19 reasonably necessary for this Action and who have signed the “Acknowledgment and  
20 Agreement to Be Bound” (Exhibit A);

21       (d) the court and its personnel;

22       (e) court reporters and their staff;

23       (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
24 whom disclosure is reasonably necessary for this Action and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26       (g) the author or recipient of a document containing the information or a custodian  
27 or other person who otherwise possessed or knew the information;

28       (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to

1 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the  
2 witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep  
3 any confidential information unless they sign the “Acknowledgment and Agreement to Be  
4 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
5 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
6 Protected Material may be separately bound by the court reporter and may not be disclosed  
7 to anyone except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel, mutually  
9 agreed upon by any of the parties engaged in settlement discussions.

10 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
11 **IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation that  
13 compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification shall  
16 include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order to issue  
18 in the other litigation that some or all of the material covered by the subpoena or order is  
19 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
20 Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
22 the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action as  
25 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
26 issued, unless the Party has obtained the Designating Party’s permission. The Designating  
27 Party shall bear the burden and expense of seeking protection in that court of its confidential  
28 material and nothing in these provisions should be construed as authorizing or encouraging



1 a Receiving Party in this Action to disobey a lawful directive from another court.

2 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced by a Non-Party  
5 in this Action and designated as "CONFIDENTIAL." Such information produced by Non-  
6 Parties in connection with this litigation is protected by the remedies and relief provided by  
7 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from  
8 seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to produce  
10 a Non-Party's confidential information in its possession, and the Party is subject to an  
11 agreement with the Non-Party not to produce the Non-Party's confidential information, then  
12 the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
14 all of the information requested is subject to a confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in  
16 this Action, the relevant discovery request(s), and a reasonably specific description of the  
17 information requested; and

18 (3) make the information requested available for inspection by the Non-Party, if  
19 requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14 days of  
21 receiving the notice and accompanying information, the Receiving Party may produce the  
22 Non-Party's confidential information responsive to the discovery request. If the Non-Party  
23 timely seeks a protective order, the Receiving Party shall not produce any information in its  
24 possession or control that is subject to the confidentiality agreement with the Non-Party  
25 before a determination by the court. Absent a court order to the contrary, the Non-Party shall  
26 bear the burden and expense of seeking protection in this court of its Protected Material.

27 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

1 Protected Material to any person or in any circumstance not authorized under this Stipulated  
2 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating  
3 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized  
4 copies of the Protected Material, (c) inform the person or persons to whom unauthorized  
5 disclosures were made of all the terms of this Order, and (d) request such person or persons  
6 to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
7 Exhibit A.

8 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
9 **PROTECTED MATERIAL**

10 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
11 produced material is subject to a claim of privilege or other protection, the obligations of the  
12 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
13 provision is not intended to modify whatever procedure may be established in an e-discovery  
14 order that provides for production without prior privilege review. Pursuant to Federal Rule  
15 of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of  
16 disclosure of a communication or information covered by the attorney-client privilege or  
17 work product protection, the parties may incorporate their agreement in the stipulated  
18 protective order submitted to the court.

19 **13. MISCELLANEOUS**

20 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
21 seek its modification by the Court in the future.

22 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
23 Order no Party waives any right it otherwise would have to object to disclosing or producing  
24 any information or item on any ground not addressed in this Stipulated Protective Order.  
25 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
26 material covered by this Protective Order.

27 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
28 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed

1 under seal pursuant to a court order authorizing the sealing of the specific Protected Material  
2 at issue. If a Party's request to file Protected Material under seal is denied by the court, then  
3 the Receiving Party may file the information in the public record unless otherwise instructed  
4 by the court.

#### 5 **14. FINAL DISPOSITION**

6 After the final disposition of this Action, as defined in paragraph 4, within 60 days of  
7 a written request by the Designating Party, each Receiving Party must return all Protected  
8 Material to the Producing Party or destroy such material. As used in this subdivision, "all  
9 Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
10 format reproducing or capturing any of the Protected Material. Whether the Protected  
11 Material is returned or destroyed, the Receiving Party must submit a written certification to  
12 the Producing Party (and, if not the same person or entity, to the Designating Party) by the  
13 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
14 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format reproducing or capturing any  
16 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
17 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
18 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
19 product, and consultant and expert work product, even if such materials contain Protected  
20 Material. Any such archival copies that contain or constitute Protected Material remain  
21 subject to this Protective Order as set forth in Section 4 (DURATION).

#### 22 23 **15. VIOLATION**

24 Any violation of this Order may be punished by any and all appropriate measures  
25 including, without limitation, contempt proceedings and/or monetary sanctions.  
26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

27  
28 Dated: 12/13/18

1 /s/ Mary Terterov  
2 Attorneys for Plaintiff(s)

3 Dated: 12/14/18  
4

5 /s/ Brian T. Moss  
6 Attorneys for Defendant  
7

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
9

10 DATED: December 19, 2018

11   
12

13 Hon. Sheri Pym  
14 United States Magistrate Judge  
15  
16  
17  
18  
19  
20  
21  
22

23 **EXHIBIT A**

24 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

25 I, \_\_\_\_\_, [print or type full name], of  
26 \_\_\_\_\_ [print or type full address], declare  
27 under penalty of perjury that I have read in its entirety and understand the Stipulated  
28 Protective Order that was issued by the United States District Court for the Central District

1 of California on \_\_\_\_\_[date] in the case of *Kecia Stewart v. Target Corporation*,  
2 U.S.D.C. Court Case No. 5:18-cv-01777-DOC-SP. I agree to comply with and to be  
3 bound by all the terms of this Stipulated Protective Order and I understand and  
4 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
5 nature of contempt. I solemnly promise that I will not disclose in any manner any  
6 information or item that is subject to this Stipulation Protective Order to any person or  
7 entity except in strict compliance with the provisions of this Order.

8 I further agree to submit to the jurisdiction of the United States District Court for the  
9 Central District of California for the purposes of enforcing the terms of this Stipulated  
10 Protective Order, even if such enforcement proceedings occur after termination of this  
11 action. I hereby appoint \_\_\_\_\_[print or type full name] of  
12 \_\_\_\_\_ [print or type full address and telephone  
13 number] as my California agent for service of process in connection with this action or any  
14 proceedings related to enforcement of this Stipulated Protective Order.

15 Date: \_\_\_\_\_

16  
17 City and State where sworn and signed: \_\_\_\_\_

18  
19 Printed Name: \_\_\_\_\_

20  
21 Signature: \_\_\_\_\_  
22  
23  
24  
25  
26  
27  
28